



Notice of Price Agreement Award

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Printed: 5/30/2002

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

V E N D O R	RUSSO ASSOCIATES INC 34 HILLSIDE DR WARWICK RI 02889	CONSTABLE SVCS BODY ATTACHMENT	
		Award Number	Effective Period:
		68M00243311	5/1/02 - 4/30/07

S H I P T O	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 05/28/2002 Buyer: JEROME MOYNIHAN Shipping: F.O.B., Destination Terms: Net 30	I N V O I C E	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-265	
Item		Unit	Unit Price
	<p>5/1/02 - 4/30/07</p> <p>MASTER PRICE AGREEMENT #265</p> <p>THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE.</p> <p>ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.</p> <p>CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.</p> <p>EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056).</p>		

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

COPY

STATE PURCHASING AGENT/DESIGNEE



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Department			Bid Number	Requisition Number
ADMINISTRATION		MPA-265		
Item		Unit	Unit Price	
	<p>THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND FISCAL YEAR 2002 ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.</p> <p>STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).</p> <p>CONSTABLE SERVICES - BODY ATTACHMENTS PER ATTACHED PRICING.</p> <p>THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.</p> <p>DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.</p> <p>VENDOR TELEPHONE #: 401-739-1815 VENDOR FAX #: 401-737-5574</p>			

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STATE PURCHASING AGENT/DESIGNEE

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY – If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING – All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

MASTER PRICE AGREEMENT #265

PRICING

1. Constable must hold a current Constable's License issued by the Chief Judge of the Rhode Island District Court with authority to execute Writs of Body Attachments and be fully authorized by the Chief Judges of the District and Family Courts of Rhode Island
2. Constable must possess evidence of an active Performance Bond (Constable Bond) payable to the RI District Court with sufficient sureties in the sum of \$5,000.00 (five thousand dollars) for the faithful performance of duties, or as otherwise required for licensing.
3. Constables must possess a valid license to operate a motor vehicle and operate vehicles in the performance of their constable duty that are properly registered by the appropriate state authority. Constable vehicle must be capable of transporting male or female prisoners from the point of arrest to the appropriate holding area or courthouse.
4. Constable must not be personally delinquent in any child support obligations or delinquent in any personal financial obligations to the State of Rhode Island
5. Constable must be a licensed NOTARY PUBLIC in the State of Rhode Island and be willing to perform the services of a Notary Public, as may be required in the performance of duties for the Child Support Enforcement agency, at no charge to the agency, or any plaintiff / defendant associated with an assignment issued by the agency.
6. Constable agrees to accept and comply with all of the General Conditions of Employment, as listed below.
7. Constable agrees to be willing to execute Writs of Body Attachments on persons living, working, or located in any and all geographical areas of the State of Rhode Island, if called upon to do so under this contract.
8. Constable agrees to accept the fixed sum of \$100.00 (one hundred dollars) for each successful execution of Writ of Body Attachment, as approved by the Child Support Enforcement agency. Constable agrees to receive no remuneration for his/her efforts to execute such writs when such efforts fail, except as noted in criteria number 9 below.
9. The Child Support Enforcement agency recognizes that the efforts of a constable to arrest individuals wanted on Writs of Body Attachment, assigned to the constable by the Child Support Enforcement agency, may cause the wanted party to voluntarily appear before the Family Court before such writ can be executed. Constable agrees to accept the fixed sum of \$25.00 (twenty-five dollars) upon the voluntary appearance of the plaintiff / defendant before the Rhode Island Family Court during the time period when such writ is assigned to the constable for execution.
10. Constable agrees to secure prisoners and to keep physical custody of such prisoners until such time as they are physically accepted and turned over to the court for further disposition.
11. Constable must be reachable at all times by telephone, or by pager/beeper or answering machine 24 hours per day, seven days per week and be available for the performance of duties during such time frames.
12. Constable must be willing to testify in RI Family Court hearings when called upon regarding their personal services and executions without further financial charge to the agency or its plaintiffs/defendants.
13. Constable agrees to provide a 30 day written notice of intent to terminate the offer of their services to the Child Support Enforcement agency and further agrees to perform such services during this 30 day period should the agency require them.
14. Constable agrees to comply with all federal and state confidentiality laws regarding the use of and security of child support information and agrees to sign a statement that they understand these laws and will abide by these laws upon their employment by the Child Support Enforcement agency.

GENERAL POLICIES AND CONDITIONS OF EMPLOYMENT

- A. Constable agrees to make a best effort to execute all Writs of Body Attachments assigned to them by the Child Support Enforcement agency.
- B. Constable's performance of duties will be governed by RI General Law, Title 9, Chapter 4-1 et seq., Title 45, Chapter 16-1 et seq., and all amendments and the Rule 4 of the RI Rules of Domestic Procedure.
- C. Constables selected from the list of eligibles for assignments must refrain from offering advice of any nature with respect to the process being served and shall not refer to or recommend the services or names of any attorneys or law firms.
- D. Constables selected from the list of eligibles must possess the means and have the capabilities of locating wanted persons at locations other than at those possible locations provided to the constable by the agency.
- E. Constables selected from the list of eligibles must comply with any and all agency instructions regarding the performance of duties and the associated paperwork requirements of the agency.
- F. The Child Support Enforcement agency reserves the right to terminate the use of any constable and further delete such constable from the list of eligibles for just cause upon immediate notice to the constable. Just cause includes, but is not limited to, dishonorable service, malfeasance, misfeasance and nonfeasance.